

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE OF PAGES 1   1	
2. AMENDMENT/MODIFICATION NO. 0003		3. EFFECTIVE DATE 12 March 2007		4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY NAVAL SURFACE WEAPONS CENTER DAHLGREN DIV 17632 DAHLGREN ROAD SUITE 200 DAHLGREN, VA 22448-5110		CODE N00178		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  <div style="text-align: center;">(TO BE COMPLETED BY OFFERORS)</div>				<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO.  <div style="text-align: center;">N00178-07-R-4000</div>			
				<input checked="" type="checkbox"/> 9B. DATED (SEE ITEM 11)  <div style="text-align: center;">22 JANUARY 2007</div>			
				10A. MODIFICATION OF CONTRACT/ORDER NO.			
				10B. DATED (SEE ITEM 13)			
CODE		FACILITY CODE					

### 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
 (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

### 12. ACCOUNTING AND APPROPRIATION DATA (If required)

### 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

### 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

THIS AMENDMENT IS ISSUED TO REVISE THE OMBUDSMAN DESCRIPTION INCLUDED IN PARAGRAPH (j) OF CLAUSE H.5, TASK ORDER PROCESS. A REPLACEMENT PAGE IS PROVIDED AS AN ATTACHMENT TO THIS AMENDMENT.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED <b>N00178-07-R-4000</b>	PAGE <b>Page 28 of 86</b>
<b>NAME OF OFFEROR OR CONTRACTOR</b>		

b. When the PCO indicates the TO is ready for award, the system issues the prompt to confirm the intent to electronically sign and award the TO. Entering an affirmative/confirmatory response to this prompt is the Task Order Contracting Officer's electronic signature on the TO; constitutes the electronic award of the TO; and generates a final PDF version of the TO. This PDF version is treated as the legally binding, bilaterally executed, version of the TO, and a copy of the awarded TO will be forwarded electronically to the successful contractor.

c. Once awarded, the TO can not be modified except by electronically signing/awarding a TO modification using these processes.

5. Subcontracting Reporting – All Subcontract Performance Reporting will take place in the SeaPort Portal. Every six months the contractor will be provided a link, by which to gain entry to the Portal to provide actual small business subcontract performance information. All reporting will take place on the Task Order level. This reporting shall take the place of all requirements for a SF 294.

6. Consent to access. The administration of this contract will entail the use of the web-based portal described in paragraph I.1. The contractor agrees that use of the portal is to be considered authorization to allow the contractor retained for the purpose of operating and maintaining the portal access to any data submitted (including cost and pricing data, data the contractor might otherwise consider proprietary and data that meets the definition of "trade secret" as used in the context of 18 USC 1905). The consent to access that is to be inferred for the use of the portal shall also be granted by any subcontractor or team member who makes a direct submission of information to the Government. The Government shall consider submission of data via the portal to be consent to access only by the portal administrative contractor. At present that contractor is Aquilent.

J. Ombudsman Description. In accordance with FAR 16.505(a)(9), no protest under FAR Subpart 33.1 is authorized in connection with Task Order Contracting Officer decisions regarding fair opportunity or the issuance of a TO under this contract, except for a protest on the grounds that a TO increases the scope, period, or maximum value of the contract. The Ombudsman would serve to assist in the resolution of complaints that would not fall within the grounds for protest under this vehicle. Contractors are instructed to first contact the local activity contract specialist and contracting officer for issue resolution. If the issue is not able to be resolved, the issue would then be elevated to the cognizant local activity Ombudsman. Should resolution not be achieved with the local activity Ombudsman, then cognizance for resolution would reside with the Overarching Command or Headquarter Ombudsman.

A List of current Ombudsmen will be maintained on the Vendor Port to authorized users. The Government reserves the unilateral right to change Ombudsmen at anytime.

Contractors are advised that any information submitted to the Ombudsman to resolve complaints will be treated as a dispute resolution communication (DRC), and considered confidential under the law. To be effective, however, the Ombudsman may need to disclose the DRC to investigate concerns and fulfill the Ombudsman's responsibility to ensure that all contractors are afforded a fair opportunity to be considered for award.

The Contractor therefore hereby authorizes the Ombudsman to disclose to other parties or to nonparties any dispute resolution communication, that in the judgment of the Ombudsman, must be disclosed within Government channels to the extent deemed necessary by the Ombudsman to facilitate understanding of the issue or issues. The Contractor also authorizes the Ombudsman to disclose to other parties or to nonparties any dispute resolution communication that in the judgment of the Ombudsman must be disclosed to prevent or investigate fraud, waste, abuse, criminal activity or imminent physical harm.

K. Ordering Authority and Tracking. All warranted Contracting Officers from the Naval Sea Systems Command, Naval Air Systems Command, Space and Naval Warfare Command, Naval Supply Systems Command, Military Sealift Command, Strategic Systems Programs, Naval Facilities Engineering Command, Office of Naval Research, and the United States Marine Corps are authorized to place orders under this IDIQ contract.